

DOCKET NO. 174

| Number | Term | Year |
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| 195 | May | 1961 |
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Hiram G. Shaw

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Versus

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Edgar M. Clayton

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD  
COUNTY, PENNSYLVANIA

HIRAM G. SHAW

VS.

No. 195

MAY TERM, 1961

EDGAR M. CLAYTON

PRAECIPE FOR JUDGMENT

TO: CARL E. WALKER, PROTHONOTARY:

Enter judgment in favor of Hiram G. Shaw, plaintiff, and  
against Edgar M. Clayton, defendant, for want of an appearance and fail-  
ure to file an Answer or other defensive pleading according to the cal-  
culation below.

  
Attorney for Plaintiff

Dated:

August , 1962

CALCULATION

|                           |          |
|---------------------------|----------|
| Debt                      | \$165.00 |
| Interest from May 9, 1960 |          |
| Costs                     |          |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

HIRAM G. SHAW

VS.

EDGAR M. CLAYTON

:  
:  
:  
:  
:

No. 195 MAY TERM, 1962

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

JOHN K. REILLY, JR., being duly sworn according to law,  
deposes and says as follows:

(1). That he is the counsel for Hiram G. Shaw and as such he is duly authorized to make this affidavit.

(2). That the above named defendant, Edgar M. Clayton is indebted to Hiram G. Shaw in the sum of one hundred sixty-five dollars (\$165.00) together with interest from May 9, 1960 and costs of suit,

(3). That complaint was filed to No. 195 May Term 1961 and defendant was served with a certified copy of complaint on July 26, 1962.

(4). That the twenty (20) day period for filing an answer has passed and the defendant has neither filed said answer or entered an appearance.

(5). Said defendants have no defense to said obligation, the same is past due and justly due and owing.

  
John K. Reilly, Jr.

Sworn to and subscribed  
before me this 21 day  
of August, 1962.



PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1966

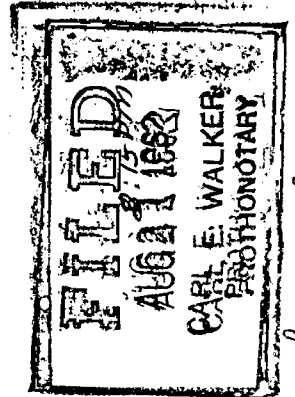
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*Statement Entered  
Made of*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

HIRAM G. SHAW

VS.

EDGAR M. CLAYTON

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:  
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No. 195 MAY TERM, 1962

AFFIDAVIT OF DEFAULT

~~FILED~~ ~~FILED~~

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

JOHN K. REILLY, JR., being duly sworn according to law,  
deposes and says as follows:

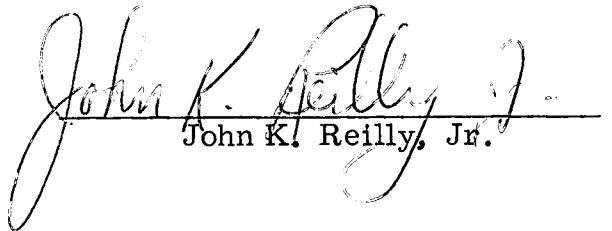
(1). That he is the counsel for Hiram G. Shaw and as such he is duly  
authorized to make this affidavit.

(2). That the above named defendant, Edgar M. Clayton is indebted  
to Hiram G. Shaw in the sum of one hundred sixty-five dollars (\$165.00)  
together with interest from May 9, 1960 and costs of suit,

(3). That complaint was filed to No. 195 May Term 1961 and defendant  
was served with a certified copy of complaint on July 26, 1962.

(4). That the twenty (20) day period for filing an answer has passed  
and the defendant has neither filed said answer or entered an appearance.

(5). Said defendants have no defense to said obligation, the same is  
past due and justly due and owing.

  
John K. Reilly, Jr.

Sworn to and subscribed  
before me this 21 day  
of August, 1962.



PROTHONOTARY

My Commission Expires  
1st Monday Jan. 1966

|  |      |
|--|------|
| IN THE COURT OF COMMON<br>PLEAS OF CLEARFIELD COUNTY,<br>PENNA. No. 195 May Term 1961  |      |
| HIRAM G. SHAW<br>550 West Front Street<br>Clearfield, Penna.   | -VS- |
| EDGAR M. CLAYTON<br>314 Nicholes Street<br>Clearfield, Penna.  |      |
| COMPLAINT  |      |
| To the herein named Defendant;<br><br>You are hereby notified to<br>plead to the enclosed complaint<br>within twenty (20) days from<br>service hereof.       |      |
| <i>John P. Kelly</i><br>Attorney for Plaintiff   |      |
| <div>FILED<br/>JUN 19 1962<br/>WILLIAM M. WALKER<br/>ATTORNEY AT LAW<br/>KEYSTONE BUILDING<br/>CLEARFIELD, PENNA.<br/>PROTHONOTARY</div> <i>W. M. Walker</i> |      |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

HIRAM G. SHAW  
550 West Front Street  
Clearfield, Penna.

\* No. 195 May Term 1961  
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\*  
\*  
\*  
\*  
\*

-VS-

EDGAR M. CLAYTON  
% Mrs. Ruth Ogden  
314 Nicholes Street  
Clearfield, Penna.

COMPLAINT IN ASSUMPSIT

NOW, to wit, this 19 day of July, 1962 comes Hiram G. Shaw, the Plaintiff, by his attorney and brings this action in assumpsit against the defendant, Edgar M. Clayton, in the above-entitled case, to recover the sum of One Hundred Sixty-five Dollars (\$165.00) with interest on the component parts thereof from due date upon a cause of action whereof the following is a statement.

1. Hiram G. Shaw was engaged in the business of repairing automobiles in his repair shop located at 550 West Front Street, Clearfield, Pennsylvania, and is presently retired, although living at the same address.

2. The Defendant, Edgar M. Clayton is a resident of Clearfield, Pennsylvania living at 314 Nicholes Street.

3. The Plaintiff at the Defendant's special instance and request on May 6, 1960, performed repair work on the defendant's automobile replacing damaged or worn parts or materials with new parts or materials.

4. The amount charged for the labor involved in the repair work was just and reasonable and was the price which the defendant orally promised to pay to the Plaintiff. The prices charged for the new parts and materials were just and reasonable, and were the wholesale prices

which the Defendant orally promised to pay to the Plaintiff.

5. That immediately following the completion of the repair work the Defendant drove the automobile around the block as a test run and appeared satisfied that it was satisfactorily repaired. By check dated May 9, 1960, the Defendant paid the Plaintiff the amount due for the repair work and materials used in the amount of One Hundred Sixty-five (\$165.00) Dollars.

6. That after the check was cashed the Defendant stopped payment thereon and the Plaintiff was unable to obtain the money for said repair work and materials used. Said check and notice from the County National Bank at Clearfield, Penna. are attached hereto and made a part hereof and marked Plaintiff's Exhibit "A".

7. That the Plaintiff demanded payment from the Defendant in the amount of One Hundred Sixty-five (\$165.00) Dollars with interest on the component parts thereof from due date, but the Defendant has refused to and still refuses to pay the same or any part thereof.

8. That the Plaintiff filed a statement of claim with Harry G. Ganoe, Justice of the Peace and Summons in Assumpsit was issued April 4, 1961, and made returnable April 11, 1961. On said return day hearing was held in the office of Harry G. Ganoe, Justice of the Peace, with the Plaintiff and his attorney, William C. Chase appearing. The Defendant, appeared in person and was not represented by council.

9. That at said hearing judgment was given the Plaintiff against the Defendant in the amount of One Hundred Sixty-five (\$165.00) Dollars and costs in the amount of Fifteen (\$15.00) Dollars.

10. That on April 28, 1961, the Defendant requested a transcript of the judgment from the Docket of Harry G. Ganoe, Justice of the Peace.

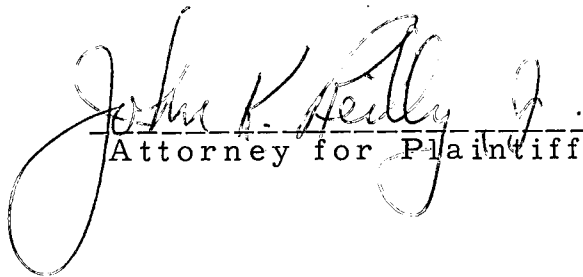
and appealed said judgment.

11. That the Defendant posted bond in the amount of Two-Hundred (\$200.00) Dollars , counter signed by Mr. Roy H. Fink of New Millport, Pennsylvania.

12. The contract between the parties was oral.

13. The Plaintiff avers that the Defendant is not entitled to offset credits or other deductions but the whole amount of said obligation remains due with interest.

WHEREFORE, the plaintiff brings this action to recover the said sum of One Hundred Sixty-five Dollars (\$165.00) with interest on the component parts from the due dates and costs of suit.

  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

HIRAM G. SHAW, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge and belief.

Hiram G. Shaw

Sworn and subscribed to before

me this 19 day of July, 1962.

Carl E. Walker

**PROTHONOTARY**  
My Commission Expires  
1st Monday Jan. 1966

PLAINTIFF'S EXHIBIT "A"

THE COUNTY NATIONAL BANK  
AT CLEARFIELD, PA.

THE COUNTY NATIONAL BANK AT CLEARFIELD

H. H. Shaw

Clearfield, Pa., 5/14/60 19

We Charge Your Account and return herewith for reason marked (X) below:

Check Drawn by

Clearfield

On

AMOUNT  
165 00

FEE'S

TOTAL 165 00

Account Trusted  
Amount Wrong  
Counter-Signature Required  
Dated Ahead  
Drawn Against Uncollected  
Checks  
Endorsement Missing  
Endorsement Not Witnessed

Endorse with Pen and Ink  
Insufficient Funds  
No Account  
No Funds  
No Orders to Pay  
No Reasons Given  
Sale Date  
Payment Refused

Payment Stopped  
Receipt Required  
Recall  
Sent to us in error  
Signature Incomplete  
Signature Missing  
Signature Not Authorized  
Witness to Signature

THE COUNTY NATIONAL BANK  
AT CLEARFIELD

By

*(Signature)*

We are charging drawing



Port Matilda, Pa.

PORT MATILDA, PA.

60-1590  
313

Pay to the  
order of

*Three*

*\$165.00*

Dollars

For car repairs

*George M. Cleary*

DELUXE CHECK PRINTERS

**PAID STOPPED**  
**PAYMENT STOPPED**  
**PAYMENT STOPPED**